IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/653,609	§	Examiner: Abrishamkar, Kaveh
Filed: August 31, 2000	§	Group/Art Unit: 2131
Inventor:	§	Atty. Dkt. No: 5181-70000
Slaughter, et al.	§	

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Robert C. Kowert
_____
Name of Registered Representative

_____   August 4, 2005
Signature   Date

Title: SYSTEM AND METHOD FOR SECURE MESSAGE-BASED LEASING OF RESOURCES IN A DISTRIBUTED COMPUTING ENVIRONMENT

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Mail Stop AF
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

    Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request. This request is being filed with a notice of appeal. The review is requested for the reason(s) stated below.

    Claims 1-68 remain pending in the application. Reconsideration of the present case is earnestly requested in light of the following remarks. Please note that for brevity, only the primary arguments directed to the independent claims are presented, and that additional arguments, e.g., directed to the subject matter of the dependent claims, will be presented if and when the case proceeds to Appeal.

Claims 1-68 are rejected under 35 U.S.C. § 102(e) as being anticipated by Colvin (U.S. Patent No. 6,044,471). Applicants note the following clear errors in the Examiner's rejection.

Regarding claim 1, Colvin fails to disclose a client <u>sending a service request message in a data representational language</u>. A data representation language is a particular type of language as is understood in the art. Data representation languages, e.g. XML, are used to describe or represent data or content. In contrast, Colvin teaches a procedure for obtaining new passwords in which a user contacts a password administrator through conventional communication means, such as email, regular mail, telephone, automated voice response system, web browser, direct modem transfer, or the like. Colvin further teaches that passwords may be downloaded automatically via "similar methods or means to communicate the information but is performed without user intervention" (Colvin, column 4, lines 45-54). Colvin is concerned with obtaining a password and is not concerned with sending a service request message in a data representational language.

In response to Applicants' argument above, the Examiner contends that Colvin's system includes updates requested via the conventional communication means described above (e.g. mail, email, telephone, etc) (Colvin, column 2, lines 55-57). However, as noted above, none of these means requires that the client send a message in a data representation language. None of the passages cited by the Examiner make any reference to sending a service request message in a data representation language. Presumably the Examiner contends that any sort of text may be considered a data representation language. However, as noted above, a data representation language is a particular type of language and is not merely text or data. Just because Colvin describes communication using email and web browsers generally, does not imply a client necessarily sending a service request message in a data representation language.

The Examiner also contends that since Colvin teaches the use of a web browser for requesting a software lease, that the request "can use a 'data representation language.'" However, such speculation on the Examiner's part is not proper in a rejection based on anticipation (i.e. 35 U.S.C. § 102(e)). Whether or not the Examiner thinks that Colvin's system *could* include sending a message in a data representation language is not relevant to a rejection based on anticipation. What is relevant is what is actually disclosed by Colvin. As noted above, Colvin fails to mention sending a service request message in a data representation language.

Colvin also fails to disclose wherein the service request message <u>includes a credential</u> for allowing the client to lease access to a resource provided by a service. Instead, Colvin teaches that a user provides registration information to an administrator in order to obtain an updated password for a secure software product. The Examiner, in the Response to Arguments section of the Final Action, refers to the fact that a user in Colvin's system must present *registration information* prior to receiving a password or authorization code. The Examiner contends that Colvin's registration information is provided with the request for software lease. However, the first cited passage only states,

"registration information may be entered by the user or automatically acquired (and transmitted for automatic updates) by the software." Nowhere does Colvin mention including the registration information in a request for software lease. Colvin teaches that registration information may be manually entered by a user or may be automatically acquired and provided by the secure software product for which the lease is requested, neither of which can be considered part of a service request message.

Furthermore, the registration information referred to by the Examiner cannot be considered a credential obtained by the client for allowing the client to lease access to a resource provided by a service, as recited in claim 1. Instead, the registration information identifies the user and various aspects of the software product and/or computer system that Colvin's administrator uses to determine whether or not the user is authorized to receive an updated password to enable use of software on the user's local machine (Colvin, column 4, line 55 – column 5, line 13; and column 5, line 50 – column 6, line 11). Thus, rather than being a credential for allowing the client to lease access to a resource, the registration information relied upon by the Examiner is only identification information used to determine whether the user is authorized or not. These are two very different things.

Colvin additionally fails to disclose a service request message that _specifies a requested_ lease period. Instead, Colvin teaches that the password authorizes the software to execute for a _predetermined_ period. Colvin also teaches that the predetermined period "may vary based on the particular authorized user, the cost of the software, the number of estimated unauthorized copies, etc." (Colvin, column 5, lines 24-29). Thus, rather than using a service request message that specifies a requested lease period, Colvin teaches the use of predetermined periods based on the type of user or type of software and how a password administrator determines the operational period associated with each new password. (See, Colvin, column 5, lines 36-49).

In response, the Examiner argues that Colvin teaches how the frequency of required password updates may be regular or irregular depending upon the application, user or software manufacturer. The Examiner further contends that the length of time that a password in Colvin's system is valid can depend on the type of software and that "the service request message contains a software identifier, which is associated with a user, which in turn is the basis on the lease period is determined." **The Examiner's argument actually supports Applicants' argument.** The Examiner fails to point out any passage of Colvin that discloses a service request message that specifies a first requested lease period. No client in Colvin's system sends a service request message that specifies a requested lease period. Moreover, clients in Colvin's system do not request lease periods. Rather, **as the Examiner's admits,** the length of time between required password updates is determined by the system (or administrator) based upon the client's and/or the software manufacturer's identity. Thus, Colvin clearly fails to disclose _a service request message that specifies a requested lease period._

Thus, Colvin does not teach sending a service request message in a data representation language that 1) references the resource, 2) includes the credential, and 3)

specifies a first requested lease period. Colvin clearly cannot be said to anticipate claim 1. The rejection of claim 1 is not supported by the prior art and removal thereof is respectfully requested. Arguments similar to those above regarding claim 1, also apply to claims 37 and 54.

Regarding claim 25, Colvin does not anticipate a method for managing resources provided by services in a distributed computing environment including receiving from a client _a service request message in a data representation language_ referencing a resource provided by a service, wherein the service request message _specifies a first requested lease period_ and _includes a credential_ for allowing the client lease access to resources provided by the service. In contrast, Colvin teaches a method for associating a series of passwords with a secure software product and periodically requiring a new password to allow the software to remain operational. As described above regarding claim 1, Colvin teaches a manual and an automatic mode for updating passwords.

As described above regarding claim 1, Colvin does not mention anything regarding messages in _a data representation language._ Furthermore, as noted above regarding claim 1, Colvin clearly does not describe _a service request message_ in a data representation language.

Colvin further fails to teach wherein the service request message _specifies a first requested lease period._ Instead, Colvin teaches that the password administrator determines the operational period associated with each password, as noted above regarding claim 1. Furthermore, even if Colvin's system did allow a user the specify a requested operational period for a new password, which it doesn't, the requested operational period would not be specified in a service request message as recited in claim 25.

Colvin also does not disclose wherein the service request message _includes a credential_ for allowing the client lease access to resources provided by the service. Instead, as argued above regarding claim 1, Colvin teaches that the secure software obtains a new, updated password from a password administrator and that the new password authorizes the software to execute for an additional operational period (See, Colvin, column 5, lines 40-56). Nowhere does Colvin mention a client sending a service request message that includes the password obtained from the password administrator.

For at least the reasons presented above the rejection of claim 25 is not supported by the prior art and removal thereof is respectfully requested. Similar arguments to those above regarding claim 25, also apply to claims 45 and 61.

The Examiner's rejection of many of the dependent claims is additionally erroneous. For example, the cited art is clearly insufficient to support the rejection of claims 2, 13, 15-20, 22, 23, 26-28, 36, 38, 42, 44, 46, 47, 53, 60 and 62 as discussed in detail in Applicant's previous response on pp. 31-38.

In light of the foregoing remarks, Applicant submits the application is in condition for allowance, and notice to that effect is respectfully requested. If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert & Goetzel PC Deposit Account No. 501505/5681-09900/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard
☒ Notice of Appeal

Respectfully submitted,

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Date: __August 4, 2005__